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Registered-Return Receipt Requested

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Gentlemen:

Delete Article 5(b)(13) of Schedule "A" of subject contract in its entirety and substitute in lieu thereof the following:

## "(13) Overhead

## a. As used in this section.

1. Overhead rate for each department or subdivision thereof shall mean the amount applicable to each hour of direct labor worked in the particular department or subdivision thereof in the performance of this contract, which is allowable as reimbursement for indirect expense.

2. General and administrative expense rate shall mean the percentage of total costs, exclusive of general and administrative expense, which is allowable as reimbursement for general and administrative expense.

b. The overhead and general and administrative expense rates established for use in contracts between the Department of Defense and the contractor shall apply to this contract. The rates thus determined are as follows for the period indicated:

<u>From</u>	<u>To</u>	<u>Overhead</u>	<u>G&amp;A</u>
Inception	31 March 1956	Electronics Engineering	6.073%
		Department: Plant 50	
		(Formerly Plant 28A)	2.20
		Plant 2	2.40
		Mechanical Engineering	
		Department: Plant 50	
		(Formerly 12)	1.88
		Research Department:	
		Plant 2	2.28
		Plant 19	2.50
		Tube Research Department	1.75

NOTICE

This material contains information affecting the National Defense of the United States within the meaning of the espionage laws, Title 18, USC, Secs. 793 and 794, the transmission or revelation of which in any manner to an unauthorized person is prohibited by law.

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c. The foregoing rates shall be retroactive to the first day of the period to which they apply. Billings submitted and payments made shall be adjusted accordingly. The rates for the period specified above shall serve provisionally for billing and payment purposes from the end of that period until rates for the succeeding period are established and incorporated into this contract by amendment. The rates shall be established no oftener than every six months or for such longer period as may be mutually agreeable. Any failure by the Department of Defense and the contractor to agree on a requested revision in the overhead rates shall be considered a dispute concerning a question of fact within the meaning of the article of this contract entitled "Disputes"; pending settlement under such article, the contractor shall diligently proceed with performance. The contractor shall promptly notify the Contracting Officer hereunder of the overhead and the general and administrative expense rates established for use in contracts with the Department of Defense and applicable to the type of work being performed under this contract and such rates shall be set forth in an amendment to this contract."

If you agree with the foregoing, please indicate your acceptance by executing this amendment in the original and three copies. Retain one copy for your records and return the original and two copies to the undersigned as soon as possible.

Very truly yours,

**Contracting Officer**

### ACKNOWLEDGED AND ACCEPTED

THIS DAY OF 1956

BY \_\_\_\_\_

**TITLE**

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I CERTIFY THAT FUNDS ARE AVAILABLE:  
Obligation Reference No. 6-796  
Charge to Allotment No. 6-7912-10-672

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[ ] - Authorizing Officer

Supplemental Agreement No. 2

Contract No. RD-91-8A — File

This Supplemental Agreement made this 24th day of January 1956, between the United States of America (hereinafter called "the Government") represented by the Contracting Officer executing this contract, and [ ] a corporation organized and existing under the laws of the state of Pennsylvania, having its principal place of business at [ ] (hereinafter called "the Contractor").

**WITNESSETH:**

WHEREAS, the parties hereto entered into Contract No. RD-91-8A under date of 9 June 1955 for certain research and development work;

WHEREAS, the Government is desirous of amending the scope of the work being performed under the contract;

WHEREAS, the Contractor has indicated his willingness to perform the additional work; and

WHEREAS, a provision regarding a direct cost item needs clarification;

NOW THEREFORE, the parties hereto mutually agree as follows:

1. Item 1 appearing under the SCOPE OF SUBJECT WORK on SCHEDULE "A" of the contract is modified to include the following additional requirements:

"Incorporate band-pass filter system for bands 1 through 6, inclusive, as described in the Philco Technical Proposal No. 726 dated 25 November 1955. Design and construct a test and calibration system to be used on bands 1 through 8, inclusive, as described in the above referenced proposal."

2. Amend the first sentence of the description for Item 2 under the SCOPE OF SUBJECT WORK appearing on SCHEDULE "A" of the contract to read as follows:

"Same as for Item 1 as amended."

3. The figure "\$277,076.00" appearing in the sentence under SCOPE OF SUBJECT WORK on SCHEDULE "A" is hereby deleted and the figure "\$27,027.00" is inserted therein.

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10. The above results in a net increase in the estimated cost of "\$47,249.00" for a new total estimated cost of "\$306,285.00". The fee is likewise increased in the amount of "\$3,302.00" for a new total fixed fee of "\$21,342.00". The foregoing results in a new total consideration of "\$27,627.00" or a total net increase of "\$50,551.00".

All other terms and conditions as originally written remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

THE UNITED STATES OF AMERICA

BY:

TITLE: Contracting Officer

TITLE: Vice President

Reqn. No. MSB 56-212  
Order No. 56-5621  
Voucher No. 9671-56  
Proc. Chgbl: 6-7912-10-672  
Reqn. Cy. To: MSB (~~D-2000~~) *Revert*  
Almt. No. 6-7912-10-672  
Basic Contract No. RD-91-SA

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